

ARTICLE VIII

ADMINISTRATION AND SERVICING OF AIRCRAFT AND LEASES

SECTION 8.1 Collection Procedures.

(a) Administration.

(i) Except as otherwise provided herein or in any other Transaction Documents, the Collections shall be administered by the Service Providers, in accordance with the terms of this Agreement and the terms of the Service Provider Agreements. The Borrower shall provide to the Service Providers on a timely basis all information needed for such administration. The Borrower hereby appoints the Service Providers (to the extent so appointed under the relevant Service Provider Agreement) as its agent to administer the Aircraft, the Leases and the Related Security and collect the Collections in accordance with this Agreement and the Service Provider Agreements.

(ii) AerCap hereby covenants and agrees to act as Servicer under this Agreement and the Servicing Agreement for a term, commencing on the Closing Date and ending on the date of receipt by the Servicer of a notice of termination from the Administrative Agent in accordance with Section 13.2. AerCap hereby agrees that, as of the Closing Date, it shall become bound to continue as the Servicer subject to and in accordance with the other provisions of this Agreement and the Servicing Agreement.

(iii) Each Service Provider agrees that its servicing of the Aircraft Assets shall be conducted in conformance with the applicable Standard of Performance and otherwise in accordance with this Agreement and the relevant Servicer Provider Agreement. Each Service Provider's duties shall be set forth in the relevant Service Provider Agreement.

(b) Change in Payment Instructions to Obligors. Neither the Service Providers nor the Borrower will add or terminate any bank or bank account as an Account Bank, Non-Trustee Account Bank, Collection Account, Security Deposit Account, Maintenance Reserve Account, or Liquidity Reserve Account from those listed in Schedule VI to this Agreement, or make any change in its instructions to Obligors regarding payments to be made under any Lease related to any Aircraft to the Collection Account, a Non-Trustee Account or the Maintenance Reserve Account, unless (i) except in the case of the addition of the Irish VAT Refund Account, the Administrative Agent shall have consented thereto in writing and (ii) the Administrative Agent and the Collateral Agent shall have received notice of such addition, termination or change (including an updated Schedule VI) and a fully executed account control agreement with respect to such bank and/or bank account, in each case, in form and substance satisfactory to the Administrative Agent.

(c) Deposits to Accounts. The Borrower will, or will cause the applicable Service Provider to, (x) direct all Obligors related to Leases of Funded Aircraft to remit all Collections and all payments in respect of Security Deposits with respect to such Aircraft (but not payments in respect of Maintenance Reserves with respect to any Aircraft) to the Collection Account or a

90

Non-Trustee Account and (y) direct all Non-Trustee Account Banks, if any, to transfer all available funds (other than a nominal amount consented to by the Administrative Agent) in each Non-Trustee Account to the Collection Account at such times and in such a manner as shall be satisfactory to the Administrative Agent. Further, and without limiting the immediately preceding sentence, the Borrower will, or will cause the applicable Service Provider to:

(i) on or prior to each related Advance Date (A) with respect to a Category 2 Aircraft or a Category 3 Aircraft, transfer or otherwise deposit, into the Security Deposit Account, an amount equal to the outstanding balance of the amount of Security Deposit then required under the Lease applicable to such Aircraft, and (B) with respect to a Category 1 Aircraft, and only if the Borrower shall elect to do so in its sole discretion, transfer or otherwise deposit, into the Security Deposit Account, an amount equal to the outstanding balance of the amount of Security Deposit then required under the Lease applicable to such Aircraft;

(ii) at any time after the Advance Date on which an Advance is made with respect to an Aircraft, promptly, and in any event on the Business Day of receipt of any Security Deposit with respect to such Aircraft (x) directly from any Obligor or (y) in the Collection Account, deposit all such Security Deposits to the

Security Deposit Account;

(iii) direct all Obligors related to Leases of Aircraft with respect to which an Advance has occurred hereunder to remit any payments in respect of Maintenance Reserves with respect to such Aircraft to the Maintenance Reserve Account; and

(iv) at any time after the Advance Date on which an Advance is made with respect to an Aircraft, promptly, and in any event on the Business Day of the receipt of any Maintenance Reserves with respect to such Aircraft (x) directly from any Obligor or (y) in the Collection Account (and the Borrower's or the Servicer's determination that such funds constitute Maintenance Reserves), deposit all such Maintenance Reserves to the Maintenance Reserve Account.

If the Borrower or any Service Provider shall receive any funds constituting Collections (other than Security Deposits and Maintenance Reserves) directly, it shall promptly (and, in any event, on the Business Day of the Borrower's or the Servicer's receipt of such funds) deposit the same to the Collection Account.

Neither the Borrower nor any Service Provider will deposit or otherwise credit, or cause to be so deposited or credited:

(A) to the Collection Account, cash or cash proceeds other than Collections and Security Deposits relating to the Aircraft;

(B) to the Security Deposit Account, cash or cash proceeds other than Security Deposits relating to the Aircraft (or the related payment

amount in respect of Category 1, Category 2 or Category 3 Aircraft described in subsection (c)(i) of this Section; and

(C) to the Maintenance Reserve Account, cash or cash proceeds other than Maintenance Reserves.

The Borrower and the Service Providers will use commercially reasonable efforts to direct the Collateral Agent to withdraw and transfer to an appropriate account any cash or cash proceeds deposited or otherwise credited:

(A) to the Collection Account, other than Collections and Security Deposits relating to the Aircraft;

(B) to the Security Deposit Account, other than Security Deposits relating to the Aircraft; and

(C) to the Maintenance Reserve Account, other than Maintenance Reserves.

(d) Letters of Credit. In the event a Lessee in accordance with its applicable Lease has procured a letter of credit in lieu of cash funding of its obligations regarding Maintenance Reserves or Security Deposits, (i) the Borrower and the Servicer will maintain access to such letter of credit, and (ii) following the occurrence of an Event of Default, and upon request by the Administrative Agent, the Borrower and the Servicer will each use reasonable commercial efforts to cause the issuing bank to make the Collateral Agent an additional beneficiary of such letter of credit.

(e) Payment Date Distributions. On each Payment Date, all Available Collections will be applied by the Collateral Agent (x) in the case of clause (i) below, in accordance with instructions and directions to the Collateral Trustee set forth on the Monthly Report to be delivered to the Collateral Agent on the related Determination Date (or, if the Collateral Agent fails to do so, by the Administrative Agent), and (ii) in the case of clause (ii) below, in accordance with a written direction received by the Collateral Agent from the Administrative Agent, and in each case as follows (and in the order of priority listed):

(i) so long as no Event of Default has occurred and, in any case, prior to the declaration, or automatic occurrence, of the Facility Termination Date:

(A) to the Collateral Agent in payment in full of all accrued Collateral Agent Fees and Expenses;

(B) ratably to each Class A Funding Agent and Class B Funding Agent (based on outstanding Class A Advances funded by each Class A Funding Agent's Class A Funding Group and on outstanding Class B Advances funded by each Class B Funding Agent's Class B Funding Group), the fees payable pursuant to the Fee Letter in respect of the unused portion of the applicable Non-Conduit Lender Commitment;

(C) pro rata, to the applicable payees, for payment or reimbursement of Borrower Expenses and, during the Amortization Period, for Borrower Income Tax Expenses;

(D) to the applicable Service Providers, in payment in full of their Service Provider Fees with respect to such Payment Date;

(E) pro rata (1) to the counterparties on any Hedge Agreements for the hedge payments due thereunder (other than termination payments), if any, and (2) ratably to each Class A Funding Agent (based on outstanding Class A Advances funded by each Class A Funding Agent's Class A Funding Group), any Yield due under this Agreement in respect of outstanding Class A Advances (it being agreed that each Class A Funding Agent shall distribute any such Yield received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(F) ratably to the Administrative Agent, the Class A Funding Agents and the Class A Lenders for all costs and expenses and other similar amounts (including, without limitation, any amounts payable under Sections 6.1 through 6.4 hereof and under Section 17.4 hereof) payable to the Administrative Agent, a Class A Funding Agent or a Class A Lender pursuant to the terms of any of the Transaction Documents;

(G) pro rata (1) ratably to each Class A Funding Agent (based on outstanding Class A Advances funded by each Class A Funding Agent's Class A Funding Group), in the amount of the Class A Borrowing Base Deficiency, if any, on such Payment Date (it being agreed that each Class A Funding Agent shall distribute any such amount received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders), and (2) to the counterparties on any Hedge Agreements for the hedge termination payments, if any, until paid in full;

(H) ratably to each Class B Funding Agent (based on outstanding Class B Advances funded by each Class B Funding Agent's Class B Funding Group), any Yield due under this Agreement in respect of outstanding Class B Advances (it being agreed that each Class B Funding Agent shall distribute any such Yield received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(I) ratably to the Class B Funding Agents and the Class B Lenders for all costs and expenses and other similar amounts (including, without limitation, any amounts payable under Sections 6.1 through 6.4 hereof and under Section 17.4 hereof) payable to a Class B Funding Agent or a Class B Lender pursuant to the terms of any of the Transaction Documents;

(J) ratably to each Class B Funding Agent (based on outstanding Class B Advances funded by each Class B Funding Agent's Class B Funding Group), in the amount of the Class B Borrowing Base Deficiency on such Payment Date (it being agreed that each Class B Funding Agent shall distribute any such amount received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(K) to fund the Liquidity Reserve Account up to the Required Liquidity Reserve Amount;

(L) to the Servicer, for Servicer Advance Reimbursements (together with accrued and unpaid interest thereon);

(M) during the Amortization Period, ratably to each Class A Funding Agent (based on outstanding Class A Advances funded by each Class A Funding Agent's Class A Funding Group), on behalf of the related Class A Lenders, in reduction of the Outstanding Class A Principal Amount, an amount equal to the amount required to reduce the aggregate outstanding principal balance of all Class A Advances as of such Payment Date to the balance that would have resulted as of such Payment Date if the Borrower had made a principal payment in reduction of the Outstanding Class A Principal Amount on each Payment Date on or after the Conversion Date and through, and including, such Payment Date in an amount equal to the aggregate outstanding principal balance of all Class A Advances as of the Conversion Date divided by 120 (the "Class A Scheduled Principal Payment") (it being agreed that each Class A Funding Agent shall distribute any such amount received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(N) during the Amortization Period, ratably to each Class B Funding Agent (based on outstanding Class B Advances funded by each Class B Funding Agent's Class B Funding Group), on behalf of the related Class B Lenders, in reduction of the Outstanding Class B Principal Amount, an amount equal to the amount required to reduce the aggregate outstanding principal balance of all Class B Advances as of such Payment Date to the balance that would have resulted as of such Payment Date if the Borrower had made a principal payment in reduction of the Outstanding Class B Principal Amount on each Payment Date on or after the Conversion Date and through, and including, such Payment Date in an amount equal to the aggregate outstanding principal balance of all Class B Advances as of the Conversion Date divided by 120 (the "Class B Scheduled Principal Payments") (it being agreed that each Class B Funding Agent shall distribute any such amount received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(O) during the Amortization Period, ratably to each Class A Funding Agent (based on outstanding Class A Advances funded by each Class A Funding Agent's Class A Funding Group), on behalf of the related Class A Lenders, in reduction of the Outstanding Class A Principal Amount, the amount required to reduce the Outstanding Class A Principal Amount to zero (it being agreed that each Class A Funding Agent shall distribute any such amount received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(P) during the Amortization Period, ratably to each Class B Funding Agent (based on outstanding Class B Advances funded by each Class B Funding Agent's Class B Funding Group), on behalf of the related Class B Lenders, in reduction of the Outstanding Class B Principal Amount, the amount required to reduce the Outstanding Class B Principal Amount to zero (it being agreed that each Class B Funding Agent shall distribute any such amount received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(Q) to the Service Providers in payment in full of any expenses and/or indemnification payments payable thereto under the Service Provider Agreements as of the last day of the prior calendar month, to the extent not previously paid under clause (C) above or otherwise;

(R) prior to the Amortization Period, to or at the direction of the Borrower, for Borrower Income Tax Expenses; and

(S) to or at the direction of the Borrower (including to make payments of interest, principal and premium, if any, on one or more AerCap Sub Notes and of accrued interest on the AerCap Liquidity Facility), the remaining portion of such funds, *provided*, that the Borrower may elect, in its sole discretion, to retain all or a portion of such funds in the Collection Account; and

(ii) if an Event of Default has occurred and is continuing or, in any case, after the declaration, or automatic occurrence, of the Facility Termination Date:

(A) to the Collateral Agent in payment in full of all accrued Collateral Agent Fees and Expenses;

(B) ratably to each Class A Funding Agent and Class B Funding Agent (based on outstanding Class A Advances funded by each Class A Funding Agent's Class A Funding Group and on outstanding Class B Advances funded by each Class B Funding Agent's Class B Funding Group), the fees remaining payable pursuant to the Fee Letter in respect of the unused portion of the applicable Non-Conduit Lender Commitment that accrued prior to the Conversion Date;

(C) pro rata, to the applicable payee, for payment or reimbursement of Borrower Expenses and Borrower Income Tax Expenses;

(D) to the applicable Service Providers in payment in full of their Service Provider Fees with respect to such Payment Date;

(E) pro rata (1) to the counterparties on any Hedge Agreements for the hedge payments due thereunder (other than termination payments), if any, and (2) ratably to each Class A Funding Agent (based on outstanding Class A Advances funded by each Class A Funding Agent's Class A Funding Group), any Yield due under this Agreement in respect of outstanding Class A Advances, including Yield payable at the Default Rate (it being agreed that each Class A Funding Agent shall distribute any such Yield received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(F) ratably to the Administrative Agent, the Class A Funding Agents and the Class A Lenders for all costs and expenses and other similar amounts (including, without limitation, any amounts payable under Sections 6.1 through 6.4 hereof and under Section 17.4 hereof) payable to the Administrative Agent, a Class A Funding Agent or a Class A Lender pursuant to the terms of any of the Transaction Documents;

(G) pro rata (1) ratably to each Class A Funding Agent (based on outstanding Class A Advances funded by each Class A Funding Agent's Class A Funding Group), in the amount of the Class A Borrowing Base Deficiency, if any, on such Payment Date (it being agreed that each Class A Funding Agent shall distribute any such amount received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders), and (2) to the counterparties on any Hedge Agreements for the hedge termination payments, if any, until paid in full;

(H) ratably to each Class B Funding Agent (based on outstanding Class B Advances funded by each Class B Funding Agent's Class B Funding Group), any Yield (other than Yield accrued at the Default Rate to the extent in excess of the Yield that would otherwise be payable but for the occurrence and continuance of an Event of Default or the declaration, or automatic occurrence, of the Facility Termination Date) due under this Agreement in respect of outstanding Class B Advances (it being agreed that each Class B Funding Agent shall distribute any such Yield received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(I) ratably to the Class B Funding Agents and the Class B Lenders for all costs and expenses and other similar amounts (including, without limitation, any amounts payable under Sections 6.1 through 6.4 hereof and under

Section 17.4 hereof) payable to a Class B Funding Agent or a Class B Lender pursuant to the terms of any of the Transaction Documents;

(J) ratably to each Class A Funding Agent (based on outstanding Class A Advances funded by each Class A Funding Agent's Class A Funding Group), on behalf of the related Class A Lenders, in reduction of the Outstanding Class A Principal Amount, the amount required to reduce the Outstanding Class A Principal Amount to zero (it being agreed that each Class A Funding Agent shall distribute any such amount received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(K) ratably to each Class B Funding Agent (based on outstanding Class B Advances funded by each Class B Funding Agent's Class B Funding Group), any remaining Yield due under this Agreement in respect of outstanding Class B Advances (it being agreed that each Class B Funding Agent shall distribute any such Yield received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(L) ratably to each Class B Funding Agent (based on outstanding Class B Advances funded by each Class B Funding Agent's Class B Funding Group), on behalf of the related Class B Lenders, in reduction of the Outstanding Class B Principal Amount, the amount required to reduce the Outstanding Class B Principal Amount to zero (it being agreed that each Class B Funding Agent shall distribute any such amount received to the Lenders in its Funding Group on a pro rata basis based upon the outstanding principal amount of Advances funded by such Lenders);

(M) to the Servicer, for Servicer Advance Reimbursements (together with accrued and unpaid interest thereon);

(N) to the Service Providers in payment in full of any expenses and/or indemnification payments payable thereto under the Servicing Agreement as of the last day of the prior calendar month, to the extent not previously paid under clause (C) above or otherwise; and

(O) to or at the direction of the Borrower (including to make payments of interest, principal and premium, if any, on one or more AerCap Sub Notes and of accrued interest on the AerCap Liquidity Facility), the remaining portion of such funds, *provided*, that the Borrower may elect, in its sole discretion, to retain all or a portion of such funds in the Collection Account.

(f) Returned Collections. For the purposes of this Section 8.1, if and to the extent the Administrative Agent, any Funding Agent, the Collateral Agent or any Lender shall be required for any reason to pay over to an Obligor any amount received on its behalf hereunder, such amount shall be deemed not to have been so received but rather to have been retained by the

Borrower and, accordingly, the Administrative Agent, such Funding Agent, the Collateral Agent or such Lender, as the case may be, shall have a claim against the Borrower for such amount, payable pursuant to the Flow of Funds above.

(g) Servicer Advances.

(i) The Servicer shall be entitled, but is not obliged, to make one or more advances (any of which, a "Servicer Advance"), *provided* that the Servicer may not make Servicer Advances during the period between the Closing Date and the Facility Termination Date in a cumulative aggregate amount exceeding \$25,000,000 (with such calculation of cumulative aggregate amount made without regard to whether any such Servicer Advances are or have been repaid). The proceeds of Servicer Advances will be applied as if they were Available Collections for the Payment Date relating to the monthly collection period in respect of which made. The Servicer shall be entitled to reimbursement for such Servicer Advances, payable under the Flow of Funds as a Servicer Advance Reimbursement (together with interest accrued thereon as provided in clause (ii) of this subsection (g) below).

(ii) The outstanding unpaid principal balance of Servicer Advances shall bear interest, at a rate per annum equal to the Eurodollar Rate (determined as set forth in clause (i) of the definition of Eurodollar Rate) plus a margin of 3.75% per annum, payable monthly on each Payment Date (to the extent of Available Collections) pursuant to an allocation thereto in the Flow of Funds.

(h) Lessee Payments. The Borrower, Borrower Subsidiaries and the Service Providers at all times shall be entitled to withdraw funds from the Maintenance Reserves Account and the Security Deposit Account to the extent such parties are required to pay amounts in respect of Maintenance Reserves or Security Deposits to Lessees or other third parties pursuant to the terms of any Lease or the Service Provider Agreements.

(i) Maintenance Reserve Payments. Following the termination of a Lease, the Borrower, Borrower Subsidiaries and the Service Providers shall be entitled to withdraw from the Maintenance Reserves Account any balances contained therein attributable to the related Aircraft for the payment of any expenses incurred in maintaining, repairing, remarketing, storing, insuring or getting the applicable Off-Lease Aircraft generally in a condition for Lease, to another Eligible Lessee.

(j) Expenses. Notwithstanding anything to the contrary herein or in any other Transaction Document, the Cash Manager may, from time to time on any Business Day, upon written request to the Account Bank, withdraw from the Collection Account or from the Liquidity Reserve Account such amounts as are needed to discharge any Borrower Expense or, except during periods when such expenses would not be payable at the level of the third allocation under Section 8.1(e)(i), Borrower Income Tax Expense. The Borrower agrees to cause the amount of such non-Payment Date withdrawals to be disclosed and set forth on the Monthly Report relating to the month in which such withdrawals occur.

(k) Irish VAT Refund Account. All payments of refunds with respect to Irish value-added tax and any other amounts related to Irish tax payments payable to any Borrower Group

Member shall be, when received, deposited in the Irish VAT Refund Account. Funds held in the Irish VAT Refund Account shall be converted into Dollars with a recognized foreign exchange dealer or foreign commercial bank (which may be the bank where the Irish VAT Refund Account is located or the Account Bank or an affiliate). Upon conversion and receipt of Dollars, the Collateral Agent shall cause such amounts to be deposited from the Irish VAT Refund Account to the Collections Account as soon as administratively practicable. The cost and expense of any such conversion shall be added to and reflected in the rate obtained for conversion and in no event shall the Borrower, the Collateral Agent or any of their respective affiliates be liable in respect of the exchange rate obtained for any such conversion or any related cost or expense.

All amounts held in the Irish VAT Refund Account from time to time shall remain uninvested pending conversion to Dollars and transfer to the Collections Account.

The Service Provider Administrative Agent shall promptly notify the Collateral Agent in writing of the expected payment of any such refund and the anticipated amount thereof.

(l) AerCap Sub-Notes Advance. If on any Advance Date there are Lenders who do not make available to the applicable Funding Agent their ratable share of the Advance to be made on such Advance Date and no other Lenders (or the Administrative Agent) have made available to the Administrative Agent such shortfall in accordance with Section 2.3(b) of this Agreement, then the holders of the AerCap Sub-Notes, ratably, may advance any such shortfall to the Borrower on such Advance Date so that the Borrower has sufficient funds available to purchase the subject Aircraft Owning Entity on such Advance Date and to satisfy its obligations under the AerCap-Borrower Purchase Agreement. In the event that the holders of the AerCap Sub-Notes elect to advance the Borrower such shortfall, then any amounts recovered from the failing Lenders shall be paid directly to the holders of the AerCap Sub-Notes, ratably, and such funds shall not constitute Collections to be applied under Section 8.1(e).

SECTION 8.2 Investments. All funds on deposit in the Collection Account, the Maintenance Reserve Account, the Security Deposit Account and the Liquidity Reserve Account shall be invested only in Eligible Investments as specified by the Borrower in writing to the Account Bank from time to time; provided, that if the Borrower shall fail to specify such Eligible Investments in a timely manner, the Collateral Agent, at the direction of the Administrative Agent, may specify such Eligible Investments. All investments of funds on deposit in the Collection Account, the Maintenance Reserve Account, the Security Deposit Account and the Liquidity Reserve Account shall mature, or may be sold or withdrawn without loss, not later than the Business Day preceding the next Payment Date. Income earned on funds deposited to the Collection Account, the Maintenance Reserve Account, the Security Deposit Account and the Liquidity Reserve Account shall be transferred by the Account Bank to the Collection Account on the Business Day prior to each Payment Date for distribution pursuant to the Flow of Funds; provided, that the Servicer shall notify the Account Bank of any income earned on funds deposited to the Maintenance Reserve Account or the Security Deposit Account which must be retained in such accounts pursuant to the terms of any applicable Leases (and such income shall not be so transferred).

SECTION 8.3 Covenants, Representations and Warranties of Service Providers. In addition to the covenants of the applicable Service Provider set forth in the applicable Service Provider Agreement, each Service Provider hereby makes the following applicable representations, warranties and covenants to the other parties hereto on which the Lenders shall rely in making the Advances:

(a) **Covenants.** The applicable Service Provider covenants to the Borrower, the Administrative Agent, each Funding Agent and the Lenders as follows:

(i) No Service Provider shall do anything to impair the rights of the Borrower, the Administrative Agent or the Lenders in the Aircraft Assets, including, without limitation, in the Related Security.

(ii) Each Service Provider shall at all times maintain its principal executive office within Ireland.

(iii) The Insurance Servicer shall maintain customary amounts of insurance coverage with respect to the Service Providers under the Service Provider Agreements, including, without limitation, coverage for errors and omissions (but not, employee fidelity bond), fire, theft, workers compensation and servicer liability arising from the collection or remarketing, as applicable, of the Leases, provided that the coverage for errors and omissions applicable to the Service Providers as a whole shall in all cases be maintained at a level of coverage at least equal to \$10,000,000 (subject to customary deductibles and co-payments, if applicable).

(iv) The Servicer shall, on every third Determination Date occurring following the Original Closing Date, prepare and forward a Quarterly Report to the Administrative Agent and each Funding Agent.

(v) Each Service Provider shall, consistent with the scope and area of its duties and responsibilities set forth in the applicable Service Provider Agreements to which it is a party, provide services to the Borrower and the Borrower Subsidiaries so as to enable them to comply with their respective obligations under this Agreement, including without limitation in respect of their covenant obligations set forth in Article X. Each Service Provider further agrees to refrain from taking actions that are inconsistent with such obligations of the Borrower and Borrower Subsidiaries.

(vi) Each Service Provider shall maintain (a) its legal existence and, if applicable, good standing in the jurisdiction of its formation, incorporation, or organization and (b) its qualification and, if applicable, good standing in all other jurisdictions in which the failure to maintain such qualification and good standing could reasonably be expected to cause a Material Adverse Effect.

(vii) The Servicer shall furnish to the Collateral Agent, the Administrative Agent and each Funding Agent from time to time such statements and schedules further identifying and describing the Borrower Collateral as the Collateral

Agent, the Administrative Agent or any Funding Agent may reasonably request, all in reasonable detail.

(viii) The Servicer will not maintain, nor permit a Lessor to maintain, for any purposes related to perfection or the effect of perfection in the applicable jurisdiction, the possession of any executed original counterparts of the Leases that would be deemed a Chattel Paper Original, in a jurisdiction other than Ireland, unless such Lease is a Chattel Paper Original deposited with the Collateral Agent.

(ix) Each Service Provider shall maintain its computer systems so that, from and after the time of the Initial Advance under this Agreement, its Records indicate clearly that the Borrower Collateral is directly or indirectly owned by the Borrower or another Borrower Group Member.

(x) The Servicer on behalf of the Borrower shall maintain records of the Aircraft and the Leases, consistent with those of a prudent international operating lessor.

(xi) With respect to technical and maintenance Records relating to a Funded Aircraft, the Servicer agrees on behalf of the Borrower to provide the Collateral Agent and the Administrative Agent, promptly upon request, access to (i) while the Aircraft is under Lease, such Records of the Lessee that the Lessor is entitled itself to access under, and subject to the restrictions of, the related Lease and the cooperation of the Lessee (which cooperation the Servicer will pursue consistent with the Servicer Standard of Performance), and (ii) in any case, such Records that the Borrower or the Lessor maintains on its own account through the Servicer. The Servicer agrees to maintain and update such Records consistent with the Servicer Standard of Performance.

(xii) Each Service Provider shall advise the Lenders, the Collateral Agent, the Administrative Agent and each Funding Agent promptly, in reasonable detail, (i) of any Adverse Claim known to it made or asserted against any of the Borrower Collateral (other than Permitted Liens), (ii) of the occurrence of any event (other than a change in general market conditions) which would have a material adverse effect on the assignments and security interests granted by the Borrower or AerCap under any Credit Document, and (iii) as soon as such Service Provider becomes aware, of any loss, theft, damage, or destruction to any Aircraft if the potential cost of repair or replacement of such asset (without regard to any insurance claim related thereto) may exceed \$5,000,000.

(xiii) No Service Provider shall directly or indirectly, (i) knowingly conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in Section 9.21, (ii) knowingly deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or any other Anti-Terrorism Law, or (iii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law (and the Service Provider shall deliver to the

Lenders any certification or other evidence requested from time to time by any Lender in its reasonable discretion, confirming their compliance with this section).

(xiv) Subject to the availability to the respective Service Provider of adequate funding to comply with its obligations under this section and the Service Provider Agreement to which it is a party, each Service Provider shall keep the Borrower in compliance with its obligations and covenants herein and under any other Related Documents provided to such Service Provider by the Borrower, to the extent that such obligations and covenants specifically relate to the "Services" as defined in the Service Provider Agreement to which such Service Provider is a party. Nothing in this section or in the Service Provider Agreement to which such Service Provider is a party shall be deemed to constitute or be construed as (i) a delegation or other transfer to, or an assumption by, such Service Provider or any of its Affiliates of any obligations of any Person within the Borrower Group to make any payment to any Lessee, any Lender (without limiting any express obligation of the Service Provider under the applicable Service Provider Agreement) or other Person, or to comply with any other monetary obligation, under any Lease or any other Transaction Document, or (ii) a transfer to such Service Provider or any of its Affiliates of any right, title or interest in any Lease or related agreement or any Aircraft Asset covered thereby.

(xv) The Service Providers agree to procure and deliver to the Borrower, so as to allow the Borrower to comply with its corresponding reporting obligation under Section 10.19(a), as soon as available and in any event within 120 days after the end of each Fiscal Year, a copy of the audited consolidated financial statements, prepared in accordance with GAAP, for such year of the AerCap Group, certified by any firm of nationally recognized independent certified public accountants acceptable to the Administrative Agent, accompanied by a certificate of the officer in charge of financial matters of AerCap Group, confirming that AerCap Group is in compliance with the net worth requirement in Section 12.1(f) hereof;

(xvi) The Service Providers agree to procure and deliver to the Borrower, so as to allow the Borrower to comply with its corresponding reporting obligation under Section 10.19(a), as soon as available and in any event within 75 days after the end of each of the first three quarters of each Fiscal Year, with respect to the AerCap Group, unaudited consolidated balance sheets as of the end of such quarter and as at the end of the previous Fiscal Year, and consolidated statements of income for such quarter and for the period commencing at the end of the previous Fiscal Year and ending with the end of such quarter prepared in accordance with GAAP, certified by the officer in charge of financial matters of the AerCap Group, identifying such balance sheets or statements as being the balance sheets or statements of such Person described in this paragraph (xvi) and stating that the information set forth therein fairly presents the financial condition of the AerCap Group as of and for the periods then ended, subject to year-end adjustments consisting only of normal, recurring accruals and omissions of footnotes and subject to the auditors' year end report, and accompanied by a certificate of the officer in charge of financial matters of AerCap Group confirming that AerCap Group is in compliance with the net worth requirements in Section 12.1(f) hereof.

(b) Representations and Warranties. Each Service Provider represents and warrants to the Borrower, the Administrative Agent, each Funding Agent and the Lenders, as of (unless otherwise explicitly set forth below) the Closing Date, the Initial Advance Date, the date of each Additional Advance and each Payment Date (provided that the representation and warranty in Section 8.3(b)(vii)(E) is made only as of the Initial Advance Date), as to itself that:

(i) Such Service Provider has been duly incorporated and is validly existing under the laws of the Republic of Ireland, with power, authority and legal right to own its properties and to conduct its business as such properties are currently owned and such business is currently conducted;

(ii) There is no existing default under any Operating or Organizational Document of such Service Provider or any event which, with the giving of notice or the passage of time or both, would have a Material Adverse Effect;

(iii) Each Service Provider is duly qualified to do business as a foreign corporation, and has obtained all necessary licenses and approvals, in all jurisdictions in which the conduct of its business (including, as applicable, the servicing of the Aircraft, the Leases and the Related Security as required by this Agreement) requires such qualification and where the failure to be so qualified would have a material adverse effect on its business and assets taken as a whole or on its ability to perform the applicable services provided for in the related Service Provider Agreements;

(iv) Such Service Provider has the power and authority to execute and deliver this Agreement and the other Credit Documents to which it is a party and to carry out its terms and their terms, respectively, and the execution, delivery and performance of this Agreement and the other Credit Documents to which it is a party have been duly authorized by such Service Provider by all necessary corporate action;

(v) This Agreement and the other Credit Documents to which such Service Provider is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(vi) The consummation of the transactions contemplated by this Agreement and the other Credit Documents to which such Service Provider is a party, and the fulfillment of the terms of this Agreement and the other Transaction Documents to which it is a party, shall not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, any Operational or Organizational Document of such Service Provider, or any indenture, agreement, mortgage, deed of trust or other instrument to which such Service Provider is a party or by which it is bound or any of its properties are subject, or result in the creation or imposition of any Lien (other than a Permitted Lien) upon any of its properties pursuant to the terms of any such indenture, agreement, mortgage, deed of trust or other

instrument, other than this Agreement, or violate any law (including, without limitation, any Environmental Laws), order, rule or regulation applicable to the Service Provider of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Service Provider or any of its properties, except where any such conflict or violation would not have a Material Adverse Effect;

(vii) There are no proceedings or investigations pending against such Service Provider, before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality having jurisdiction over such Service Provider or its properties (A) asserting the invalidity of this Agreement or any of the Credit Documents, (B) seeking to prevent the consummation or performance of any of the transactions contemplated by this Agreement or any of the Credit Documents to which such Service Provider is a party, (C) seeking any determination or ruling that might materially and adversely affect the performance by such Service Provider of its obligations under, or the validity or enforceability of, this Agreement or any of the Credit Documents to which such Service Provider is a party, (D) that could otherwise have a Material Adverse Effect (but without giving effect to clause (ii) of the definition thereof), or (E) as of the Closing Date only, that could otherwise have a Material Adverse Effect (but giving effect to the entire definition of such term);

(viii) All approvals, authorizations, consents, licenses, registrations, declarations, orders or other actions of any Person, corporation or other organization, or of any court, governmental agency or body or official, required in connection with the execution and delivery by such Service Provider of this Agreement and the other Credit Documents to which it is a party and the consummation of the transactions contemplated thereby have been or will be taken, made or obtained on or prior to respective dates of execution and delivery of this Agreement and such other Credit Documents;

(ix) The Service Provider has complied in all material respects with all applicable laws (including, without limitation, any Environmental Law), rules, regulations, judgments (unless such judgment has been properly appealed and such appeal is being diligently prosecuted by such Person), agreements, decrees and orders, as any of the same relate to performance by it of its services under the applicable Service Provider Agreements;

(x) In each case, to the extent that the failure of such representation to be true would have a material adverse effect on its ability to perform its obligations under the applicable Service Provider Agreements, (A) the Service Provider has filed on a timely basis all Tax Returns (including, without limitation, foreign, federal, state, local and otherwise) required to be filed, (B) the Service Provider is not liable for Taxes payable by any other Person, (C) the Service Provider has paid, or made adequate provisions for the payment in accordance with GAAP of, all Taxes, assessments and other governmental charges due from the Service Provider, (D) all such Tax Returns are true and correct in all material respects, (E) no tax lien or similar Adverse Claim has been filed, and no claim is being asserted, with respect to any such Tax, assessment or other